

Bid No. : 21-12/90/Manpower ICPR/2012-13/A&F

INDIAN COUNCIL OF PHILOSOPHICAL RESERCH

BID DOCUMENT

FOR

**DEPLOYMENT OF MAN POWER FOR MAINTENANCE OF
RELATED ACTIVITIES FOR ELECTRICAL & MECHNICAL
SERVICES OF ICPR BUILDING AT DARSHAN BHAWAN,
TUGHLAKABAD INSTIUTIONAL AREA, NEW DELHI –
110067.**

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TENDER SALE FORM

Bid No. : 21-12/90/Manpower ICPR/2012-13/A&F

NAME OF WORK: DEPLOYMENT OF MAN POWER FOR MAINTENANCE OF RELATED ACTIVITIES FOR ELECTRICAL & MECHNICAL SERVICES OF ICPR BUILDING AT DARSHAN BHAWAN, TUGHLAKABAD INSTIUTIONAL AREA, NEW DELHI – 110067.

EMD.: Rs.6000/- in the form of Bank Demand Draft in favour of
“ Indian Council of Philosophical Research”

COST OF TENDER FORM : Rs. 500/- (non refundable) in cash/ Demand Draft

PERIOD OF APPLICATION FOR

ISSUE OF TENDER : 01.10.12 to 15.10.12 between 11:00 to 16:00 hrs.

PERIOD OF SALE OF TENDER

DOCUMENT : 01.10.12 to 15.10.12 between 11:00 to 16:00 hrs.

DUE DATE & TIME OF :

(i) SUBMISSION OF COMPLETED
TENDER : 15.10.12 up to 14:00 hrs.

(ii) OPENING OF TENDER : 16.10.12 at 16:00 hrs.

TENDER FORM ISSUED TO :

M/S.....

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TENDER ISSUING AUTHORITY

INDIAN COUNCIL OF PHILOSOPHICAL RESEARCH

Darshan Bhawan

36, Tughlakabad Institutional Area,

M.B. Road, Near Batra Hospital

New Delhi – 110 067

TECHNICAL BID

DOMESTIC COMPETITIVE BIDDING

BID NO: 21-12/90/Manpower/ICPR/2012/A&F

CATEGORY No. : **I – Man Power**

Name of Service	Deployment of Man Power for maintenance of related activities for Electrical & Mechanical Services of ICPR Building at Darshan Bhawan, 36, Tughlakabad Institutional Area, M.B.Road, New Delhi – 110062.
Period of sale of Bidding Document	From 01.10.12 to 15.10.12
Last Date and Time for receipt of Bids	15.10.12 up to 14:00 hrs
Date and Time of Opening of Bid	16.10.12 on 16:00 hrs
Place of Opening of Bid	ICPR Building at Darshan Bhawan, 36, Tughlakabad Institutional Area, M.B. Road, New Delhi – 110062.
Officer Inviting Bid	Member Secretary, ICPR

INDIAN COUNCIL OF PHILOSOPHICAL RESEARCH

ICPR Building at Darshan Bhawan, 36, Tughlakabad Institutional Area, M.B.Road,
New Delhi – 110062.

BID NO: 21-12/90/Manpower/ICPR/2012/A&F

Date :

INVITATION FOR BID – MAN POWER FOR MAINTENANCE SERVICES

Sealed Bids are invited on behalf of Member Secretary, ICPR from the Service Provider/Placement Agency/Contractor having valid registration from the concerned Department for providing such services or having a valid license, as necessary under Law, having office at Delhi for service charges for providing Man Power services in the various offices of Indian Council of Philosophical Research located at Delhi as per the requirement indicated in the Bid document on Annual Contract Basis.

The Bid must be accompanied with Bid Security of **Rs. 6000/-** in the form of Account payee Demand Draft / Term deposit receipt/ Banker's cheque from any of the Nationalised bank, in favour of "Indian Council of Philosophical Research" at New Delhi. The Bid Security shall be valid for a period of 90 days from the date of opening of tender the details can be seen on Bid document. Interested party may obtain the Bidding document on payment of Rs.500/- (non refundable) through cash/ Demand Draft from on production of self attested photo copy of valid PAN card the office of the Account Officer (except Saturday, Sunday & Gazetted Holidays). The Bid must be submitted on or before **Dated 15.10.2012 up to 1400hours**. The Bids shall be opened on 16.10.2012 **on 1600 hours** in presence of the Bidder's representative who chooses to attend at the office Indian Council of Philosophical Research, New Delhi. The Employer has the right to reject any or all Bids without assigning any reason. Detailed information including Bidding document is also available on the ICPR website [**icprhqs@gmail.com**](mailto:icprhqs@gmail.com). In case the Agency/ Firm down loads the tender documents from the web site he will have to deposit the cost of tender documents by demand draft along with tender document at the time of submission of tender otherwise tender shall be rejected without assigning any reason there of.

Sd/-

Member Secretary

PROFILE OF ORGANISATION

- 1 Name of Firm / Organization :
- 2 Status of the Firm / Organization (support the documents) : Proprietary/Partnership/Private/Government / Joint Venture / Other (specify)
- 3 Postal Address :
- 4 Telephone :
- 5 Fax :
- 6 E -mail :
- Web site :
- 7 Year of Establishment :
- 8 Activities/ Services Offered :
- 9 Name of the Principal/ :

Head of Organization

Date

Place

Signature of Authorized Signatory

Seal

SECTION I

INSTRUCTION TO BIDDER

A – GENERAL

1 SCOPE OF BID

- 1.1 The Member Secretary, ICPR on behalf of the Chairman, ICPR (referred to as Employer in these documents) invites Bids for “Deployment of Man Power for maintenance of related activities for Electrical & Mechanical Services of ICPR Building at Darshan Bhawan, 36, Tughlakabad Institutional Area, M.B. Road, New Delhi – 110062.” (as defined in these documents and referred to as “the Service / services”) at Delhi.
- 1.2 The successful Bidder will be expected to provide the services during the specified contract period on Annual Contract Basis (or extended period on mutual consent, if any) as described in the contract data.
- 1.3 The general character and the scope of the service is illustrated and defined by the Specifications and Special Condition of the Contract. The Schedule of Requirement is attached here with.

2. ELIGIBLE BIDDER

- 2.1 The invitation for Bids is open to all firms / organizations / contractor / agencies of repute who have requisite qualification and experience of providing similar type of Man Power services, as prescribed hereunder.

If Government owned / controlled organization intends to participate, they will have to produce a certificate of competent authority authorizing it to participate in the tender.

- 2.2 The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practice in accordance with sub clause 29.1

3. **QUALIFICATION OF BIDDER:**

3.1 **Bidder must be service provider/placement agency/contractors having valid license and/ or registration from the labour commissioner Delhi for providing such services.**

3.2 **Agency should have an office and/or Authorised Representative at Delhi.**

3.3 To qualify for award of the contract the agency should have a minimum experience of three years in executing the services in similar types of academy/ training centres/ organisation etc. The Agency should also have minimum two service contract in running status operating with a minimum of 10 personnel's. The details of experience are to be furnished in form Tech- 1.

3.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:

- (a) the Bid shall include all the information.
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

- 3.5 The turnover of such Bidder must have been at least Rs. 10.00 lakhs in each of preceding two financial years. The turnover for last three years is to be submitted in form Tech-2, duly supported by annual audit reports.
- 3.6 The Bidder shall submit a detailed methodology indicating the procedures of operation, quality control procedure etc. for providing the services during the contract period. For the purpose of understanding the proposed methodology, the employer has the option of calling Bidders for presentation / discussion before the selection committee.
- 3.7 The Bidder must be registered under EPF and ESIC regulation and should possess EPF numbers allotted by EPF Organisation, Government of India.
- 3.8 Bidder must possess a valid labour license from the Chief Labour Commissioner//Labour Department, GONCT DELHI or other state, for the contract labour under Labour Contract Act for the work executed or under execution with other departments/PSU/reputed firms.**
- 3.9 All Bidders shall provide qualification information in prescribed format regarding average annual turnover (AATO), experience in similar service, details of key personnel, plants and equipments and proposed methodology.
- 3.10 The Bidder should, however, undertake their own studies and furnish with their Bid a detailed methodology supported with equipment & manpower planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period.**
- 3.11 All Bidders shall include the following information and documents with their Bids in Section II.
- a. Copies of original documents defining the constitution or legal status of the firm / organization, place of registration, and principal place of business, power of attorney of the authorized signatory of signing the Bid.
 - b. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past three years.
 - c. Authority to seek reference from Bidder's banker, if required.
 - d. Copy of PAN card self attested.

- e. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the party concerned and disputed amount.

3.12 To qualify for the contracts or the package of contract for which the Bids are invited in the IFB, the Bidder must have Annual Turnover (AATO), experience, equipments and personnel and proposed methodology.

3.13 Even though the Bidder meets the above qualifying criteria, they are subject to be disqualified if they have;

- a) made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
- b) Record of poor performance such as abandoning the services, not properly completing / performing the service, inordinate delay in completion, litigation history, or financial failure etc.

4 ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture, A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

6 SITE VISIT

- 6.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the services, and obtain all information from the Employer that may be necessary for preparing the Bid and entering in to a contract for execution of the Services. The cost of the visiting the site shall be at the Bidder's own expenses.

B - BIDDING DOCUMENTS

7 CONTENT OF BIDDING DOCUMENTS

- 7.1 The Services required, procedure, methodology and contract terms are prescribed in Bidding documents listed below :
- i. Invitation for Bid (IFB)
 - ii. Instruction To Bidders – Section – I
 - iii. General Conditions of Contracts (GCC)- Section II.
 - iv. Specification of Services & Special Conditions of Contract – Section- III
 - v. Schedule of Requirement - IV
 - vi. Contract Data – Section –V
- 7.2 Bidding Documents supplied should be completed and returned with the Bid.
- 7.3 The Bidder is expected to examine all the instructions, forms terms and specifications in the Bidding documents. Failure to furnish all information required by the Bidding document or submission of a Bid not substantially

responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

8 CLARIFICATION ON THE BIDDING DOCUMENT

8.1 A prospective Bidder requiring any clarification on the Bidding documents may notify the Employer in writing. The Employer will respond to any request for clarification that he received earlier than 7 days prior to the dead line for submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding documents, including a description of the enquiry but without identifying its source.

9 AMENDMENT TO BIDDING DOCUMENT

9.1 Before the deadline for submission of the Bids, the Employer may modify the Bidding document by using addenda.

9.2 Any addendum thus issued shall be the part of the Bid document and shall be communicated in writing / cable / e- mail to all the purchaser of the Bid document.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bid, the Employer may extend, if necessary, the dead line for submission of Bids.

C- PREPARATION OF BIDS

10 LANGUAGE OF THE BID

10.1 All documents related to the bid shall be bilingual in the English language.

11 DOCUMENTS COMPRISING THE BID

11.1 The Bid submitted by the Bidder shall comprise the following:

a) Technical Bid

- i. Bid comprising of all information relating to AATO, experience, personnel and equipments and methodology.
- ii. Bid security.
- iii. All other document listed in clause 3 and 7 of Section I.

b) Financial Bid

- i. Comprising of priced Schedule of Requirement i.e. Section V in separate envelope.

12 BID PRICES

- 12.1 The contracts shall be for the whole Man Power services based on the priced schedule of requirement submitted by the Bidder. The wages at the minimum wages rate prescribed from time to time by the labour commissioner, GOMP and corresponding employer contribution towards EPF and ESIC shall be reimbursed as per actual, on production of evidence of actual payment and the same therefore need not be taken into account in the service charges to be quoted.
- 12.2 The Bidder shall fill in rates / prices or offers for the service charges described in the Schedule of Requirement.
- 12.3 The rates and prices toward the service charges quoted by the Bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
- 12.4 The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when it is executed and shall be deemed covered by the other rates and prices in the Schedule of Requirement.

12.5 Correction, if any, shall be made by crossing out, initialling, dating and rewriting.

13 BID VALIDITY

13.1 The Bid shall remain valid for the period not less than 90 days from the date of opening of Bid.

13.2 A Bid submitted for a Bid validity of shorter period may be rejected by the Employer as non responsive.

13.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for specified additional period. The request and the Bidder's response shall be made in writing. The Bid security provided under clause 14 shall also be extended suitably. The Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid. Bidder shall also not be entitled for any interest on the Bid security amount.

14 BID SECURITY

14.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in Contract Data. The Bid Security shall be in favour of "Indian Council of Philosophical Research "may be in one of the following form:

"Certified banker's cheque / demand draft / TDR drawn in favour of Indian Council of Philosophical Research issued from any of the nationalised bank, payable at Delhi the maturity period of TDR shall not be less than 118 days beyond the date of the opening of tender. The Agency must put their seal & Signature on the Reverse Side of TDR and shall be valid for 28 days beyond the validity of the Bid. No interest shall be payable by the Employer on this account."

- 14.2 The Bid security is required to protect the Employer against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Sub clause 14.6
- 14.3 Any Bid not accompanied by an acceptable Bid security and not secured in as indicated in sub clause 14.1 & 14.2 above shall be rejected by the Employer as non - responsive. The Bid Security of a joint venture must define as "Bidder" all joint venture partners and list them in the following manner: a joint venture consisting of " _____ " " _____ " and " _____ " .
- 14.4. The Bid security of unsuccessful Bidder will be returned after expiry of the Bid validity period.
- 14.5 The Bid security of successful Bidder will be discharged after he has signed the Agreement and furnished the required performance security.
- 14.6. The Bid security may be forfeited if:
- i. The Bidder withdraws the Bid after Bid opening during the Bid Validity period.
 - ii. The Bidder does not accept the correction of the Bid price pursuant to clause 23
 - iii. The successful Bidder fails within the specified time limit to
 - a) Sign the Agreement and
 - b) Furnish the required Performance Security

15.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

15.2 The Bid shall contain no alteration or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder in which case such corrections shall be initialled by the person or persons signing the Bid.

D- SUBMISSION OF BIDS

16 SEALING & MARKING OF BID

16.1 The Bid shall be submitted in two separate envelopes duly marked Envelope – 1- “TECHNICAL BID” & Envelope -2- “FINANCIAL BID”. The Envelope -1 will contain Employer’s Bid Document (other than priced Schedule of Requirement) which will be submitted under formal forwarding letter in standard printed form addressed to the Employer inter alia containing an undertaking that the Bid Document does not contain any amendment, modification or change of any type whatsoever in the Bid Documents. The Envelope- 2 will contain Priced Schedule of Requirement only giving the unit price and amount against each item with grand total at the end in figures and in words.

16.2 The Bidder shall submit the Bid in separate closed envelopes (Envelope -1 & 2) duly marking the envelopes Envelope -1 & 2.

16.3 The Envelope containing Envelope-1 & 2 shall be addressed to

Member Secretary

ICPR, Darshan Bhawan, 36, Tughlakabad Institutional Area,
M.B. Road, New Delhi – 110 067.

And bear the following Identification

- i. Bid For MAN POWER SERVICES
- ii. Bid Reference No-
- iii. DO NOT OPEN BEFORE -----(Date & time for Bid Opening)
- iv. Name & Address of the Bidder -----

16.4 If the outer envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of Bid.

16.5 In addition to the identification required in Sub-Clause 16.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.

17 DEAD LINE FOR SUBMISSION OF BID

17.1 Bid must be received by the Employer at the address specified elsewhere in this document not later than the date specified in IFB / Contract data. In the event of the specified date for the submission of Bid being declared the holiday by the Employer the Bid will be received up to the schedule hour on the next working day.

17.2 The Employer may extend the deadline for submission of Bids by issuing an amendment.

18 DELAYED BIDS

18.1 Any Bid received by the Authority after deadline prescribed in IFB / Contract Data will be returned unopened to the Bidder.

19 MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 Bidder may modify or withdraw their Bids by giving notice in writing before the deadline for submission of Bid.
- 19.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 15 & 16, with the outer and inner envelopes additionally marked " MODIFICATION" or WITHDRAWAL" as appropriate.
- 19.3 No Bid may be modified after the deadline for submission of Bids.
- 19.4 Withdrawal or modification of a Bid between the deadline for submission of Bids and expiration of the period of Bid validity may result in the forfeiture of the Bid Security pursuant to Clause 14.
- 19.4.1 Bidders may only offer discount to, otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause or included in the original Bid submission.

E- BID OPENING AND EVALUATION

20 BID OPENING

- 20.1 On the due date and the appointed time envelopes – 1 - Technical Bid (original) of all Bids received (except those received late) including modifications made shall be opened in presence of the Bidder or their representative who choose to attend. In the event of the specified date for Bid opening being declared holiday by the employer, the Bid will be opened at the schedule hours and opened on the next working day.
- 20.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bid for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 20.3 The Bidders' names, the presence or absence of Bid Security, and such other details as the Employer decide at the opening shall be announced. No Bid shall be rejected at Bid opening except for the late Bids pursuant to clause 18; Bids, and modifications, sent pursuant to clause 19 that are not opened and read out at Bid opening will not be considered for further evaluation regardless of

the circumstances. Late and withdrawn Bids will be returned unopened to the Bidders.

- 20.4 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bid Document, then the Bid will be rejected and Bidder informed accordingly. The sealed envelope – 2 – Financial Bid (original & copy) containing priced bid will be returned to him without opening.
- 20.5 Upon evaluation of technical Bid as per the criterion described, the financial Bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.
- 20.6 All financial Bids which are to be opened after technical evaluation as per clause 20.5 shall be opened at a later date about which all concerned Bidders shall be notified in advance.
- 20.7 All valid Financial Bids shall be opened on the notified date and time after declaring the result of Envelope 1- Technical Bid. The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation
- 20.8 The ICPR shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub Clause 20.4 and the minutes shall form part of the contract.
- 20.9. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

20.10 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Member Secretary, ICPR who will provide written explanation. Any request for explanation from one Bidder should relate only to its own Bid; information about the Bid of competitors will not be addressed.

21 CLARIFICATIONS ON BIDS :

21.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including break down of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors, discovered by the Employer in the evaluation of the Bids in accordance with clause 23.

21.2 Subject to clause 21.1, no Bidder shall contact the employer on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

21.3 Any effort by the Bidder to influence the Employer in the Employer's Bid evaluation or contract award decisions may result in the rejection of the Bidder's Bid.

22 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

22.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 of Section I, (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.

22.2 A responsive Bid is one that conforms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Services; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations

under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

- 22.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

23 CORRECTION OF ERRORS

- 23.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Error will be corrected by the Employer as follows:

a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 23.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 15.6

24 EVALUATION AND COMPARISON OF BID

- 24.1 The ICPR will evaluate and compare only the Bids determined to be responsive in accordance with Clause 22.

- 24.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

a) Making any correction for errors pursuant to Clause 23

b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 19.5.

24.3 If the Bid of successful Bidder is seriously unbalanced in relation to the estimated amount to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses of the quoted rate in the Schedule of Requirement, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed.

F- AWARD OF CONTRACT

25 AWARD CRITERIA

- 25.1 The Employer will award the Contract to the Bidder qualified as per clause 3 : qualification of Bidder and whose Bid has been determined to be responsive to the Bidding Documents and who has offered the least Bid price after meeting all statutory requirements.
- 25.2 The Employer shall award the contract within 90 days of the opening of the priced Bids.
- 25.3 Other Bidders whose Bids are ranked below the best-evaluated Bid may be empanelled at the discretion of employer. Purpose of such empanelment is that in case of failure of the best evaluated Bidder to provide services as per the terms and conditions of the contract, then looking to the nature of the job, his contract may be terminated on short notice and other empanelled Bidders after negotiations in order of second best evaluated Bid and subsequent, may be asked to provide services at mutually agreed rates.
- 25.4 Notwithstanding Clause 25.1 to 25.5, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected

26 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 26.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the "letter of Acceptance") will state the sum that the Employer will pay the Agency in consideration of providing and execution of the services by the Agency as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 26.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 27.

26.3 The Agreement will incorporate all correspondence between the Employer and the successful Bidder within 15 days following the notification of award along with the Letter of Acceptance. Within 15 days of receipt of Letter of Acceptance the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

26.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

27 PERFORMANCE SECURITY

27.1 Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 10% of the contract price

- in the form of bank guarantee in the prescribed format or
- in the form of TDR duly endorsed on the reverse side with seal & signature of the agency .

27.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized Indian bank.

27.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 27.1 shall constitute sufficient grounds for cancellation of the award of service and forfeiture of the Bid Security.

27.4 Performance Security will be released beyond 30 days from the date of completion of contract period including extended period if any and after the submission of evidence of deposits of individual employee towards contribution of EPF (as per norms in 3A, 6A forms etc) and ESIC.

28 ASSIGNMENT OR SUB LETTING

28.1 The Contractor shall not assign this contract to any other person or and shall sub let any portion of the service.

29 CORRUPT OR FRAUDULENT PRACTICE

29.1 The Employer requires that Bidders/Contractor/ Agency under this contract, observe the highest standard of ethics during the procurement and execution of this contract.

In pursuance of this policy, the Employer:

a) defines, for the purpose of these provisions, the terms set forth below as

follows:

i. "corrupt practice", means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process 'or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence a) procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive level and to deprive the Employer of the benefits of free and open competition.

b) Will reject a proposal for award of service if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in practices in competing for the contract in question.

c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or executing the contract.

SAMPLE OF BID FORM (COVERING LETTER)

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

To

Member Secretary
Indian Council of Philosophical Research
Darshan Bhawan
36, Institutional Area, M.B. Road
Near Batra Hospital
New Delhi 110 062.

Sir,

Having examined the Bidding documents, we the undersigned, offer to Providing and Facilitating Man Power Services at Indian Council of Philosophical Research, in conformity with the said Bidding documents for the sum of _____ [total Bid amount in words

and figures] or such other sums as may be ascertained in accordance with the Schedule of Requirement attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver and execute the service in accordance with the schedule specified in Schedule of Requirements.

If our Bid is accepted, we will submit the performance security in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Bid for a Period of 90 days from the date fixed for Bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20____.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Tech 1

**INFORMATION REGARDING EXPERIENCE IN SIMILAR
SERVICES**

S.NO.	DETAILS OF CLIENTS	DESCRIPTION OF SERVICES EXECUTED	DURATION	CONTACT NOS & ADDRESS OF CLIENT	NO OF MAN POWER PERSONNEL DEPLOYED	VALUE OF CONTRACT

Place

Signature of Authorized Signatory

Date

Seal

(Can be used as Separate Sheet)

FINANCIAL STATUS OF ORGANISATION

1. Name of Firm/Organization &

Address (With Phone No.) :

2. Bankers (Name and Postal address Tel. No.) :

3. Capital

3.3.1 Authorized :

3.3.2 Issued, subscribed and Paid up :

4. Financial turnover of firm/ organisation

(For last 3 year only)

Year				Average Turnover
Turnover (Rs. In Lakh)				

(Note: Attach Supporting Documents)

5. Audited Balance sheets and Profit and loss a/c :

along with schedule forming part of it for the last 3 years

6. Have you been declared bankrupt? If so please :

Give details separately.

Place

Signature of Authorized Signatory

Date

Seal

PERFORMANCE SECURITY

Date

To

Member Secretary
Indian Council of Philosophical Research
Darshan Bhawan
36, Institutional Area, M.B. Road
Near Batra Hospital
New Delhi 110 062.

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated _____ to supply [description of goods and services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish a bank guarantee/TDR by a reputed nationalized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between INDIAN COUNCIL OF PHILOSOPHICAL RESEARCH (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Bids for -----
-----and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Contract document and the Schedule of Requirement (Price Schedule) submitted by the Supplier;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The Conditions of Contract; and
 - e. The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Employer

On behalf of the Agency

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

SECTION II
GENERAL CONDITIONS OF CONTRACT
(GCC)

A. GENERAL

1 DEFINITION

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms
Schedule of Requirement means the priced and completed Schedule of Requirement forming part of the Bid
The Completion Date is the date of completion of, the Services as certified by the Employer or his nominee in accordance with Contract Data.

The Contract is the contract between the Employer and the Agency/Contractor to execute, complete and provide services.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor /Agency is a person or corporate body whose Bid to carry out the Services has been accepted by the Employer.

The Contractor's Bid is the completed Bidding documents submitted by the Contractor to the Employer.

The Contract Price is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, months are calendar months.

A Defect is any part of the Services / services not completed in accordance with the conditions of Contract and includes deficiencies.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party, viz. Member Secretary, ICPR who will employ the Contractor to carry out the Services.

The Rs. Authority' means Indian Council of Philosophical Research and its authorized representative officers.

"GCC" means these General Conditions of Contract;

"Party" means the Employer or the Service Provider, as the case may be, and

"Parties" means both of them;

"Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

"Service Provider" is a person or corporate body whose Bid to provide the services has been accepted by the Employer;

"Service Provider's Bid" means the completed Bidding document submitted by the Service Provider to the Employer;

"SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

"Specifications" means the specifications of the service included in the Bidding document submitted by the Service Provider to the Employer;

"Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Bid document; and in the Specifications and Schedule of Activities included in the Service Provider's Bid;

Equipment is the Contractor's machinery/non consumable items/vehicle etc. brought temporarily to the Site to construct the Services or to carry out services as per the terms of the contract.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the services. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the employer by issuing an extension of time.

Material are all supplies, including consumables, used by the contractor for incorporation in the Services / services.

Plant is any integral part of the Services which is to have mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area where the agency have to execute the Services.

Specification means the specification of the Services included in the Contract and any modification or addition made or approved by the employer or his authorized representative of employer.

The **Start Date** is the date when the, Contractor shall commence execution of the services/services and shall be the date of issuance of the service order.

Temporary Services are services designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Services / providing of services.

A Variation is an instruction given by the employer or his representative which varies the services.

The **Services** are what the contract requires the contractor to execute, install, provide services and turn over to the Employer as defined in Scope of Service

2 INTERPRETATION

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer or his nominee will provide instructions clarifying queries about the Conditions of Contract
- 2.2 If the sectional completion is specified in the Contract Data reference in the Condition of the Contract to the Services, the Completion Date, and the Intended Completion Date apply to any Section of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services)
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Agreement
 - b. Letter of Acceptance and notice to proceed with services
 - c. Contractor's Bid
 - d. Contract Data
 - e. Special Conditions of Contract, Specification of Services, Scope of Services
 - f. General Conditions of Contract
 - g. Schedule of Requirement and

h. any other documents listed in the Contract Data as forming part of the Contract

3 LANGUAGE AND LAW

3.1 The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of services. However, the subsequent communication with the contractor can be in either Hindi or English.

4 COMMUNICATIONS

4.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

5 JOINT VENTURE

5.1 Two or three companies/contractors may jointly under take contract/contracts. Each entity would be jointly responsible for completing the task as per the contract.

6 OTHER CONTRACTORS

6.1 The Agency shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification

7 PERSONNEL

7.1 The Contractor shall employ personnel as per schedule of requirement to carry out the functions stated in the scope of services. The Employer will approve any proposed replacement of personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule or due to any complaint against the said personal.

7.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his service force stating the reasons, the Contractor shall

ensure that the person leaves the Site within two days and has no further connections with the service in the Contract.

8 EMPLOYER'S AND CONTRACTOR'S RISKS

8.1 The Employer carries the risks which this, Contract states are Employer's risks and the Contractor carries the risks which this Contract state are Contractor's risks.

EMPLOYER'S RISK

8.2 The Employers risks are

- a) in so far as they directly affect the execution of the Services in the country where the Permanent Services are to be executed
 - i. war and hostilities (whether war be declared or not). invasion, act of foreign enemies;
 - ii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - iii. ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear. fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iv. pressure waves caused by aircraft or other' aerial devices traveling at sonic or supersonic speeds; and
 - v. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Services.
 - vi. floods, tornadoes, earthquakes and landslides
- b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Services, except as may be provided for in the Contract;

- c) loss or damage to the extent that it is due to the design of the Services, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- d) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - i. could not have reasonably foreseen, or
 - ii. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - a. Prevent loss or damage to physical property from occurring by taking appropriate measures or
 - b. Insure against.

CONTRACTOR'S RISKS

8.3 All risks or loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

9 INSURANCE

a. All the employee of the agency shall have to be covered under ESI scheme. In case where ESI scheme does not exist, the agency is to take up equivalent insurance cover from insurance company as per norms.

10 CONTRACTOR TO EXECUTE THE SERVICES

10.1 The Contractor shall execute the services or provide services in accordance with the Specification and instructions.

11 THE SERVICES TO BE COMPLETED BY THE INTENDED COMPLETION DATE

11.1 The service contract shall be on Annual Contract basis. The Contractor shall commence the execution of the Services on the Start Date and shall carry out

the Services in accordance with the program / schedule submitted by the Contractor or provided by the employer or as updated with the approval of the Employer, during the contract period.

12 APPROVAL BY THE EMPLOYER

12.1 All temporary services required for execution of services or providing services shall be got approved from the Employer or his authorized representative.

13 SAFETY

13.1 The Contractor shall be responsible for the safety and security of all activities on the Site.

14 DISCOVERIES

14.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the employer of such discoveries and carry out the Employer's instructions for dealing with them.

15 POSSESSION OF THE SITE

15.1 The Employer shall give possession of the Site to the Contractor, free from encumbrances. If possession of site may be given in a phased manner so as to be compatible with contractor's service progress.

16 ACCESS TO THE SITE

16.1 The Contractor shall allow the Employer or his nominee and any person authorized by the Employer access to the Site to any place where service in connection with the Contract is being carried out to provide the services.

17 INSTRUCTIONS

17.1 The Contractor shall carry out all instructions of the employer or his nominee which comply with the applicable laws where the Site is located.

18 ARBITRATION

- 18.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the Executive Member, Narmada Control Authority, Indore and the award / decision given by him shall be final and binding on both the parties.
- 18.2 The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996.
- 18.3 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations / decision. No such recommendations/ decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.
- 18.4 The reference to arbitration shall proceed notwithstanding that the services shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the services. Neither party shall be entitled to suspend the services to which the dispute relates, nor shall payment to the Contractor be continued to be made as provided by the contract.
- 18.5 Arbitration proceedings shall be held at Narmada Control Authority, Indore
- 18.6 All arbitration awards shall be in writing and shall state the reasons for the award.
- 18.7 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

B - TIME CONTROL

19 PROGRAM

- 19.1 During the currency of Annual service contract the Contractor shall submit to the Employer or his nominee for approval a Program showing 'the general methods, arrangements, order, and timing for all the activities in the Services/services.
- 19.2 The Employer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

20 CORRECTION OF DEFECTS

- 20.1 The employer or his nominee shall give notice to the Contractor in writing or verbal, of any Defects"
- 20.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the employer or its nominee's notice.

21 UNCORRECTED DEFECTS

- 21.1 If the Contractor has not corrected a Defect within the time specified in the Employer or his nominee's notice the Employer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D - COST CONTROL

22 ESCALATION

The price quoted for service charges by the contractor should be on fixed price basis and are not subject to any escalation what so ever.

23 VARIATIONS

- 23.1 All variations in the quantities of different items of services from the Schedule of Requirement shall be done only with the prior approval of the Employer.
- 23.2 In case of service providing contracts the duration of the services may be increased on mutual agreement.
- 23.3 All Variations shall be included in updated Programs produced by the Contractor.

24 PAYMENTS

- 24.1 Bills shall be prepared and submitted by the Contractor. Joint measurements/quantity of services / services shall be taken continuously and need not be connected with billing stage. System of 2 copies of bill and signed by both Contractor and Employer shall be followed. The bill will be submitted by contractor on one monthly basis.

25 TAX

Service tax and income tax will be paid by the agency for the performance of this Contract. The Employer will perform such duties in regard to the deduction of, such taxes at sources as per applicable law.

26 SUBSEQUENT LEGISLATION

- 26.1 If, after the date 28 days (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Employer or his nominee and shall be added

to or deducted from the contract price and the employer or his nominee shall notify the contractor accordingly.

27 LIQUIDATED DAMAGES / PENALTY

27.1 If the contractor fails to provide services of Man Power personnel as per the requirement of the employer, the employer shall be at liberty to engage the same from suitable agency/organisation and the excess cost incurred on engagement of such deficit Man Power personnel shall be recoverable from the contractor.

27.2 The service / service are subject to supervision of the authorized representative of Employer. If any irregularity is observed it will entail penalty as defined at "Penalty" clauses as under

PENALTY

27.3 The employer shall release the payment to the agency only for providing services of Man Power as per specifications and scope of services specified in section-III. If there is any breach of this condition, the employer shall, without prejudice to its other remedies under the contract, impose / deduct penalty to Rs. 200/- per day per personnel from its monthly bill, up to a maximum deduction of 10%(ten percent) of the contract price and

27.4 If the Agency fails to deploy;

- minimum number of Man Power personnel and other allied service personnel as specified in Schedule of Requirement - Section IV of Bid document, for consecutive seven days , or
- Less than 90% of minimum number of Man Power personnel as specified in Schedule of Requirement - Section IV of Bid document in any day or
- less than 90% of minimum number of Man Power personnel to be deployed in a month ,as specified in Schedule of Requirement - Section IV. the employer shall, without prejudice to its other remedies under the contract, deduct from the

monthly bill, as liquidated damages, a sum equivalent Rs.200/- per person per day for deficit number of personnel up to a maximum deduction of 10 percent of the contract price on monthly basis.

- 27.5 The failure to employ adequate number of person resulting in sub standard service will be considered as breach of the terms and conditions under the agreement.
- 27.6 If the agency fails to provide efficient and reliable Man Power service and other allied services either due to deployment of inadequate number of Man Power personnel or lax and unsatisfactory services and fails to improves even when so asked, the employer may consider termination of the contract.
- 27.7 The Employer shall have authority to disallow and deduct the salary of three days, as penalty /punishment, of any Man Power personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a Man Power personnel and shall take such other action as may be required under the circumstances.

28 ADVANCE PAYMENT

- 28.1 No advance payment shall be paid to the contractor in any circumstances under this contract**

29 SECURED ADVANCE

- 29.1 No advance payment in respect of service, material and plant/equipment shall be paid, in any circumstances under this contract.

30 PERFORMANCE SECURITY

- 30.1 Within fifteen (15) days of receipt of award from the Purchaser the successful Bidder shall furnish the performance security as a percentage of the contract price that shall be ten percent (10%) of the Bid Price in any of the form given below:
- a. In the form of bank guarantee issued by any nationalised bank in accordance with the form provided in the Bidding documents at Annexure-I, or in another form acceptable to the Purchaser. or

- b. In the shape of TDR. In case of TDR, The Agency must put his seal & signature on the reverse side of TDR.

30.2 Failure of the successful Bidder to comply with the requirement of clause 28.1 of this section shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the employer may make the award to the next lowest Bidder or call for new sealed Bid.

30.3 The performance security will be as follows:

- a. Performance security is for the purpose of securing proper performance of obligation of the contractor/ agency under this contract. The performance security shall be forfeited in the event of termination of contract by the employer for reason of breach of contract by the agency or in case the termination is owing to the fact that imposed liquidated damages has reached to maximum.
- b. The amount of performance security as a percentage of the contract price shall be ten (10%) percent of the Bid Price in the currency of the Bid price.
- c. The validity of Performance Security shall be thirteen (13) month from the issuance of service order and execution of agreement.
- d. The performance security shall be released within 28 days of completion of contract period and upon submission of claim by the agency and issuance of no dues certificate by the officer in charge of the employer.

31 COST OF REPAIRS

31.1 Loss or damage to the Services or property of the Authority due to any theft or negligence of the agency during the currency of the contract, it shall be remedied by the agency or the cost of the property shall be recovered from the bill of the agency.

E. FINISHING THE CONTRACT.

32 COMPLETION / TAKING OVER

32.1 The Employer shall take over the Site / equipments etc as the case may be and the Services within 24 hours days of Completion of the contract.

33 FINAL ACCOUNT

33.1 The Contractor shall apply to the Employer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract. The Employer or his nominee shall issue a no dues Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction. If the Final Account is still unsatisfactory after it has been resubmitted the Employer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 30 days of receiving the contractor's revised account.

34 TERMINATION

34.1 The Employer or the Contractor/ agency may terminate the Contract to give one month notice if the other party causes fundamental breach of the Contract.

34.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a. The Contractor stops service for 7 days when no stoppage of service is shown on Program and the stoppage has not been authorized by the Employer.
- b. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- c. The Employer or his nominee gives Notice that failure to correct a particular defect / unsatisfied services is a fundamental breach of Contract and the

Contractor fails to correct it within a period of time determined by the Employer.

- d. The Contractor does not maintain proper Man Power services which is required.
 - e. The Contractor has failed to provide the adequate no of Man Power personnel's to perform the Man Power services by the number of days for which maximum amount of liquidated damages can be imposed / or delay / stop the execution of services which affects the training program or reputation of the Academy.
 - f. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 34.3 If the Contract is terminated the Contractor shall stop service immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 34.4 In the event of termination by the employer, the performance security of the agency shall be forfeited and balance period Man Power services contract shall be undertook at the risk and cost of the agency, till the new contract will be executed.
- 34.5 In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the Owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

OBLIGATIONS OF THE SERVICE PROVIDER

35 LABOUR

- 35.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall deliver to the employer a return in detail, in such form and at such intervals as the employer may prescribe, showing the staff and the numbers of the several

classes of labour from time to time employed by the Contractor on the service place and such other information as the employer may require.

- 35.2 The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests.

36 COMPLIANCE WITH LABOUR REGULATIONS:

- 36.1 During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE:

- a) Servicemen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable 'to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus servicers @ 12%/8.33%. The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death, as the Case may be.
 - ii. Deposit linked insurance on the death in harness of the servicer.
 - iii. payment of P.F accumulation on retirement/death etc.
- d) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to- take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or 'more contract labour.
- e) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- f) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the service.
- g) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for service of equal nature to Male and Female servicers and for not making

discrimination against Female employees in the matters of transfers, training and promotions etc.

- h) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees.
- i) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes.

SECTION III

**SPECIFICATION OF SERVICES, SCOPE OF
SERVICES & SPECIAL CONDITION OF THE
CONTRACT**

1 AREA OF SCOPE

- 1.1 Indian Council of Philosophical Research requires appointing a Man Power Service Agency, herein after called “Agency / Contractor for the security of its complete premises and establishment including buildings, assets, plants, landscaping gardening and moveable and immovable property of the Authority as well as to provide other allied services.
- 1.2 The duration of this Contract shall be for a period of one year w.e.f._____ the commencement of the contract. However it may be extended on mutual consent for agreed period. The successful Bidder shall be expected to provide the services during the specified contract period on Annual Contract Basis (or extended period on mutual consent, if any) as described in the contract data.

2 SCOPE OF SERVICE

- 2.1 The Agency shall be entirely responsible for providing efficient and reliable Man Power services. The agency shall perform the services as per the provisions and guide lines as stipulated under law and shall deploy Man Power personal accordingly.
- 2.2 The Agency shall be entirely responsible and ensure that only authorized persons are allowed to enter the Premises.
- 2.3 The Agency shall be entirely responsible and ensure that only persons authorized by the Owner are allowed to operate/repair/maintain the equipments at the Premises and that no such equipment, machinery or any

part thereof any property is removed out of the Premises except with written Permission of the Owner.

- 2.4 The Contractor / Agency shall submit monthly duty chart of Man Power personnel, duly verified by the officer in charge to the Employer, regularly.
- 2.5 The Contractor shall employ only such Man Power personnel as may be educated/trained enough to carry out any job of writing in connection with the Man Power arrangements.
- 2.6 The Agency shall execute the service and discharge their obligations to the entire satisfaction of the Employer and in accordance with the directions and specific instructions as may be issued from time to time by the employer or its officer in charge.
- 2.7 The Agency shall act diligently and take appropriate action, in case of fire or any other calamity, theft, etc. and to prevent it and further to reduce the damage and keep informed the appropriate authorities.

3 MAN POWER PERSONNELS

- 3.1 The Agency shall be entirely responsible for providing efficient and reliable Man Power services.
- 3.2 The Agency shall deploy only the eligible persons.
- 3.3 The Contractor shall submit to the Owner a list of personnel employed by them along with the proof of their being eligible persons. In case of any replacement, the agency shall intimate the employer, immediately.
- 3.4 The agency shall be responsible for providing sufficient Man Power personnel as mentioned in Schedule of Requirement at Section IV.
- 3.5 The agency shall, before engaging any personnel, make effort to get his antecedents verified by the police/authorized agency and fitness ascertained by a competent medical authority.
- 3.6 The Contractor shall immediately remove and replace any Man Power personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a Man Power personnel and

shall take such other action as may be required under the circumstances and any violation of this condition may result into cancellation of agreement.

3.7 The Contractor may provide other welfare amenities to their personnel engaged at the Premises.

3.8 The employer shall not in any manner be responsible for any act, negligence, default, omission of any personnel engaged by the Contractor and no claim in this respect will lie against the employer. However, if any such claim is made against the employer, the agency shall indemnify / reimburse the employer against all the money paid and expenses incurred by the employer.

3.9 The Contractor shall, in case any employee of the Contractor is negligent in performing his duty resulting in inconvenience and / or loss to the property of the Owner, be liable to compensate the Owner for such loss or damage. The extent of damages to be recovered as such shall be determined after due inquiry by the Committee constituted by the competent authority of ICPR. The decision of competent authority of ICPR shall be final and binding on the Contractor.

5 UNIFORM

5.1 The Contractor/ agency shall provide and ensure that the Man Power personnel employed by them wear proper uniform as prescribed by the Contractor and shall ensure that the personnel's are smartly turned out at all times.

5.2 The Contractor shall provide and ensure all such amenities/implements/kit to the Man Power personnel as are required for a smooth and efficient execution of the duties.

6 COMMENCEMENT & COMPLETION OF SERVICE

6.1 The Agency will commence service within 7 days from the date of signing of agreement. The initial annual service contract shall be for one year. The contract period may be extended on mutual agreement for agreed period.

7 QUALITY OF SERVICE

- 7.1 It will be the responsibility of the contractor to maintain the high standard of services of the premises.
- 7.2 In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the employer, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the Contractor on the instruction of the employer.
- 7.3 The employer may carry out regular checks regarding specific number of Man Power provided at any specific place of duties. If there is any breach in the aforesaid, the employer shall impose a penalty by not paying for the services of that number of Man Power personal not found on duty, as per penalty clause 27 of Section II.

8 PF / EPF and ESI

- 8.1 As per the Government directives any agency engaged in the profession of employing manpower of 20 or more is required to be covered under the Act of ESI, PF/EPF and the Contract labour Act. It is pertinent to mention that the agency should submit the proof of deposit of Employer's contribution to the Authority, every month, as per the norms.

8.2 INSURANCE

The Contractor/Agency shall also provide the benefits to the staff engaged by him under the Social Welfare Legislation Act like Workman's Compensation, insurance for necessary medical attendance for the personnel where ESI facility is not available etc. The insurance policies covering all the deployed employees of the agency in ICPR for the workman's compensation, mediclaim for the following amount.

1	Workman's compensation	-	Rs. 1.0 Lac per employee/workman
2	ESI	-	For employee/workman where ESI facilities available.

ICPR shall not be responsible for any claims of staff engaged by the contractor for Man Power services of ICPR.

8.3 ESI

The issuance of ESI card to the individual employee of Agency deployed in ICPR at Indore within three months of the commencement of Contract shall be mandatory. Agency shall be required to submit the list indicating code / card No., details of its employee to the Officer in charge, ICPR latest by the fourth month of the commencement of contract failing which a penalty of an amount as deemed fit by the Competent authority regulating the Contract can be imposed.

9 BONUS

- 9.1 It will be the liability on the part of agency to pay minimum bonus i.e. @ 8.33% (to the maximum prescribed limit) to all the Man Power personnel engages by it, as per the Bonus Act.

10 GRATUTY / TERMINAL BENIFITS

- 10.1 It will be the liability of the agency to pay minimum gratuity /terminal benefit to its employees engages as Man Power personnel's, as per existing rates. The terminal benefit will be paid by cheque to the Man Power personnel's as and when they leave the employment. Since the Man Power personnel is generally contracted for limited period, the terminal benefits (gratuity) are to be paid soon after completion of their engagement with the agency.

11 WAGES

- 11.1 The minimum wages of personnel in various categories as applicable in the state of MP as prescribed by the labour commissioner are to be paid to Man Power personnel deployed by the agency on prorata basis as per attendance. Statuary benefits, like employer contribution towards EPF and ESIC shall be paid by the agency for Man Power personnel engaged in the Authority under the contract. The wages paid to employee and the employer's contribution towards EPF and ESIC paid by the agency shall be reimbursed along with the service charges on prorata basis as per attendance of the labours.
- 11.2 These wages are linked with minimum wages and hence will be revised as and when the State Government revise their minimum wages.

12 TERMS OF PAYMENTS

- 12.1 No mobilization advance and secured advance will be paid.
- 12.2 Bill should be prepared and submitted by the agency in two copies along with the attendance sheet duly verified by officer in charge on monthly basis.
- 12.3 The Agency shall maintain proper account of payments including statutory benefit being given to the Man Power personal engaged in the Authority. Agency should also submit the proof of payments.
- 12.4 That the Contractor shall deposit service tax and EPF as well as ESI contribution and submit the proof of deposit of individual employee as per norms deployed in ICPR of previous month along with running monthly bill.
- 12.5 The agency shall make payment of wages and its statutory benefit to the Man Power personnel's engaged in the authority by A/c payee cheque only. The employees engaged as Man Power personnel will be paid by the agency by 7th of every month.

13 SERVICE CHARGES

13.1 Explanation of service charges.

The service charge is the gross amount which includes agency profit, administrative supervision and amendment charges of the agency. The service charge shall also include other taxes under various rules and acts amended from time to time towards bonus, gratuity and terminal benefits, insurance premium, uniform and charges for other welfare measures as well as service tax, income tax and any other taxes and duty to be paid by the agency for rendering the services under the Contract.

- 13.2 The agency shall offer the rates for service charges in terms of the percentage of prevalent minimum wages for various categories of employees. It is to be noted that the service charge shall not include minimum wages & EPF/ESI.**

14 WATER & ELECTRICITY

- 14.1 Water & Electricity will be provided by the employer free of cost for the execution of service.

15 SAFETY MEASURE

- 15.1 The Agency shall abide by the safety measures to perform the Man Power services and other allied services as per labour laws and norms prescribed by the concerned authorities.

INDIAN COUNCIL OF PHILOSOPHICAL RESEARCH

FINANCIAL BID

for

MAN POWER SERVICES

**PROVIDING AND FACILITATING MAN POWER SERVICES IN
INDIAN COUNCIL OF PHILOSOPHICAL RESEARCH**

SECTION IV

SCHEDULE OF REQUIREMENT

The Agency will deploy the minimum Man Power personnel at designated post to execute the Man Power services in effective manner as per the following arrangement at Indian Council of Philosophical Research.

S. No	Description of Personnel to be Deployed	No. of Personnel	Service Charges in terms of percentage of prevailing minimum wages
1.	Service charges of the agency as per Para 13 (Page – 94) under head service charges.		
a.	Deployment of one Electrician /one DG set/Water Pump Set cum Fire Pumps operators of Skilled category. Electrician – 1 DG Set/Pump Set cum Fire Operator-1	2	
b.	Deployment of one helper in Semi Skilled category to assist the Electrician & DG Set/Pump Set cum Fire Operator	1	

This schedule is tentative and derived on the basis of optimum requirement of services keeping in view the quantum of work to facilitate the services in effective manner, and considered minimum strength required on regular basis. Irrespective of the projected number of aforesaid man power, the decision on the number of Man Power and procedure of their deployment on each day of month will rest with the Employer in consultation with the agency and the decision taken in this regard by the employer shall be final and the agency shall be bound to provide Man Power accordingly.

2. **Classification for different categories of labours is as per Annexure- 'A'**
3. Actual wages paid by the Bidder shall be as per applicable minimum wages fixed by Labour Commissioner Govt. of Delhi for various categories. Accordingly the statutory deposits like EPF and ESI. Shall be reimbursed on actual basis subject to the production of evidence. These shall not be a part of service charges to be quoted above.
3. The Agency will be entitled for service charges as quoted **in terms of percentage** which would include the service tax, income tax and other taxes and duty towards the services rendered by the agency, Gratuity, Bonus, Terminal benefit, Insurance premium and welfare measures for its employees under various Govt. rules prevalent from time to time, supervision and management charges and agency profit over and above minimum wages per head fixed by labour commissioner Govt. of Delhi for various categories of employees. (please refer to para 13)
4. The rates shall be worked out formulated on monthly basis. However, payment shall be released in accordance with the attendance on prorata basis.
5. The Agency shall quote rate of services charges taking into account all his statutory liabilities and profits and management charges as mentioned in para 4 above read with para 13. The agency shall be solely responsible for the payment of statutory and welfare benefits to his employee at the time of its becoming due for payment to his employees. ICPR shall have no liability and responsibility to pay any amount to Agency or its employee **over and above the services charges** except reimbursement of actual minimum wages paid and corresponding employer contribution towards EPF and ESIC and the reimbursement of Extra duty wages as applicable.
6. **Extra wages will be worked out on extra hours of duty on the basis of minimum daily wages (monthly wage/26) divided by 8 hours and multiplied by extra hours of duty subject to a maximum of Sixty Nine hours of extra duty.**

Signature of Authorized signatory

Seal

SECTION V
CONTRACT DATA

Bid No. : 21-12/90/Manpower ICPR/2012-13/A&F

NAME OF SERVICE: DEPLOYMENT OF MAN POWER FOR MAINTENANCE OF RELATED ACTIVITIES FOR ELECTRICAL & MECHNICAL SERVICES OF ICPR BUILDING AT DARSHAN BHAWAN, TUGHLAKABAD INSTIUTIONAL AREA, NEW DELHI – 110067.

DETAILS OF BID SECURITY	:	Rs. 6000/- with validity for 28 days beyond the validity of the Bid
Period of sale of Bidding Document	:	From 15.07.12 to 25.07.12
Last Date and Time for receipt of Bids	:	26.07.12 on or before 14:00 hrs
Date and Time of Opening of Bid	:	27.07.12 16:00 Hrs
Place of Opening of Bid	:	Indian Council of Philosophical Research Darshan Bhawan 36, Institutional Area, M.B. Road Near Batra Hospital New Delhi 110 062.

Officer Inviting Bid	:	Member Secretary INDIAN COUNCIL OF PHILOSOPHICAL RESEARCH
Start date / date of commencement	:	Within seven days from signing of agreement
Intended completion date :	:	One year from the date of commencement. (Annual Supply Contract Rates)
Performance Security	:	10 % of contract price
Contract Price :	:	Total cost of Bid price

Signature of Authorized signatory

Seal

QUALIFICATIONS, EXPERIENCE AND DUTIES TO BE PERFORMED BY MAN POWER SERVICE PERSONNEL

1. Electrician in Skilled Category:- The personnel to be deployed should have minimum academic qualification of 10+2 with a knowledge of reading & writing in Hindi & English in addition to have proper licence/certificate of electrician from I.T.I or from a recognized Govt. Agency with sufficient experience of not less than 2 years in handling electrical appliances.

2. DG Set/Water pump Operator in Skilled category:- The personnel to be deployed should have minimum academic qualification of 10+2 with a knowledge of reading & writing in Hindi/English in addition to have proper licence/certificate from I.T.I or from a recognized Govt. agency with sufficient experience of not less than 2 years in handling & operating DG Set/ Pump. He also should have knowledge of plumbing work.

3. Helper in Semi Skilled category:- The personnel to be deployed should have minimum academic qualification of 10+2 with a knowledge of reading & writing in Hindi & English in addition to have sufficient experience of helping in maintenance electrical appliances. The helper is required to assist both the electrician and DG Set/Pump Operator.

General Condition:- Both skilled & semi skilled personnel should be of good health, young & stout and should not be addicted to liquor or any type of drug etc. All the personnel s should be vigilant and the same time be polite. They should have to perform duties at Darshan Bhavan, New Delhi and the normal duty hours should be between 9AM to 7Pm with 4 days paid weekly off in a month. The payment should be released on the basis of actual working days considering the month to be 30 days.

MAN POWER FOR MAINTENANCE OF RELATED ACTIVITIES FOR ELECTRICAL & MECHANICAL SERVICES AT DARSHAN BHAWAN TUGHLAKABAD INSTITUTIONAL AREA, NEW DELHI.

S. No.	Location	Deployment of Personnel
1	Deployment of skilled category personal for one year for operational maintenance of DG Set, Pump & Fire operator and maintenance thereof. Electrician - 1 No. DG Set/Pump Set cum Fire Operator-1	1 No. 1 No.
2	Deployment of one Helper semi skilled category-1	1No.

MINIMUM WAGES W.E.F. 01.10.10 NOTIFIED BY GOVT. OF DELHI.

श्रमायुक्त कार्यालय, मध्यप्रदेश शासन, इन्दौर

कमांक: 1/9/अ./पांच/2009/29355-29604

इन्दौर, दिनांक 30-09-2010

प्रति

विषय:- न्यूनतम वेतन अधिनियम, 1948 के अंतर्गत दैनिक वेतन भोगी श्रमिकों के लिए दिनांक 01/10/2010 से न्यूनतम वेतन की दरें प्रभावशील करने के संबंध में।

उपरोक्त विषयान्तर्गत 38 अनुसूचित नियोजनों में न्यूनतम वेतन की दरें दिनांक 01/10/2010 से प्रभावशील की गई हैं जो निम्नानुसार हैं:-

अनुसूची -अ
35 अनुसूचित नियोजन में मासिक एवं दैनिक वेतन की दरें जिसमें परिवर्तनशील मंहगाई भत्ता सम्मिलित है।
(आंकड़े रूप्यों में)

श्रमिकों का वर्ग	न्यूनतम मूल वेतन		परिवर्तनशील मंहगाई भत्ता		कुल वेतन		रूपये में राउंडअप कर दैनिक दरें
	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	
अकुशल	3070.00	118.07	1075.00	41.34	4145.00	159.41	159.00
अर्धकुशल	3200.00	123.07	1075.00	41.34	4275.00	164.42	164.00
कुशल	3350.00	128.84	1075.00	41.34	4425.00	170.19	170.00

अनुसूची -ब
किसी स्लैट पेंसिल निर्माण शाला में नियोजन
मासिक एवं दैनिक वेतन की दरें जिसमें परिवर्तनशील मंहगाई भत्ता भी सम्मिलित है
(आंकड़े रूप्यों में)

श्रमिकों का वर्ग	न्यूनतम मूल वेतन		परिवर्तनशील मंहगाई भत्ता		कुल वेतन		रूपये में राउंडअप कर दैनिक दरें
	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	
कटर्स	4320.00	166.18	1075.00	41.34	5395.00	207.52	208.00
सोलर्स, मिस्त्री, पाईटर्स	3687.00	141.81	1075.00	41.34	4762.00	183.15	183.00
पेकर, फट्टीपेकर, सीपर	3189.00	122.67	1075.00	41.34	4264.00	164.01	164.00
मुनीम, लेखाकार, क्लर्क आदि	3350.00	128.85	1075.00	41.34	4425.00	170.19	170.00
मजदूर	3075.00	118.27	1075.00	41.34	4150.00	159.61	160.00

स्पष्टीकरण

1. प्रमुख सचिव, श्रम द्वारा दिये गये सुझाव पर म.प्र.न्यूनतम वेतन सलाहकार परिषद की बैठक दिनांक 20.6.06 में हुई चर्चा में सर्वसम्मति से पारित प्रस्ताव अनुसार मजदूरी निर्धारण में पैसे तथा रूपये के गुणांक को राउण्ड-अप करके ही दैनिक एवं मासिक मजदूरी निर्धारित की जाय। तदुपरुप प्रतिदिन रूपये में राउण्ड-अप कर दैनिक दरें निर्धारित की गई हैं।
2. वित्त विभाग के परिपत्र क्रमांक एफ 9-7/1006/नियम/चार, दिनांक 20 सितम्बर, 2006 में 50 पैसे अथवा उससे अधिक पैसे हो तो, उन्हें अगले उच्चतर रूपये में पूर्णांकित किया जावेगा और 50 पैसे से कम राशि छोड़ दिया जावेगा।

Annexure – D**CHECK LIST**

S. No.	Detail of Bid	Ref. to Clause	Submitted Yes/No if Yes then Reference to Page Number
01	Tender fee Rs. 500/- (In case of tender downloaded)	I. F. B. (P – 8 & 9)	
02	EMD/ Bid Security in shape of DD/Bankers Cheque/ TDR with maturity terms of 90 days from the opening date of tender.	I. F. B. (P – 8 & 9) 14.1	
03	Bidding document submitted	7.2 (P – 20)	
04	Submission of financial Bid in separate envelope	16.1 (P – 26)	
05	PAN card copy	3.11 d (P-16)	
06	Certification for service provider/placement Agency.	3.1 (P-12)	
07	Office and/or representative at Indore	3.2 (P-12)	
08	Details Under Tech –1 i) Min. Three Years ii) Min. Two Rate Contract with 10 No. Man Power personals	3.3 (P-14)	
09	Turnover Min. 10 lakhs	3.5 (P-14)	
10	Registration with i) EPF ii) ESIC	3.7 (P-14)	
11	Bidder must possess a valid labour license from the Chief Labour	3.8 (P-16)	

	Commissioner//Labour Department, GOMP or other state, for the contract labour under Labour Contract Act for the work executed or under execution with other departments/PSU/reputed firms.		
12	Methodology	3.6 (P-14)	
13	Profit & Loss Statement & Auditor Report for Last Three Years	3.11b (P-16)	
14	Bidder Banker	3.11c(P-16)	
15	Information for any litigation	3.11e (P-22)	
16	Validity of Bid for 90 days	13.1 (P-12)	